

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANIXTER, INC. UTILIZING THE STATE OF GEORGIA CONTRACT GTA141 FOR THE PURCHASE FIBER OPTIC TESTING EQUIPMENT FOR THE SCADA SYSTEM, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, BUREAU OF DRINKING WATER, IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS (\$70,697.84); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5052 (WATER & WASTE WATER RENEWAL FUND) 170407 (DWM-DRINKING WATER FACILITY) 5421003 (EQUIPMENT \$5,000+) 4430000 (TREATMENT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Department of Watershed Management ("Department") desires to purchase Fiber Optic Testing Equipment for the SCADA System that monitors and verify the amount of chemicals distributed into the drinking water system; and

WHEREAS, Section 2-1606 of the Code of Ordinances, City of Atlanta ("Code") authorizes the Chief Procurement Officer to procure supplies, services or construction items through contracts established by the purchasing division of the state where such contracts and contractors substantially meet the requirements of this article; and

WHEREAS, it has been determined that the procurement of Fiber Optic Testing Equipment for the SCADA System can be secured through Anixter, Inc. utilizing State of Georgia Contract GTA141; and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer recommend that an Agreement be executed for this purchase in an amount not to exceed Seventy Thousand Six Hundred Ninety-Seven Dollars and Eighty-Four Cents (\$70,697.84).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute an Agreement with Anixter, Inc. utilizing the State of Georgia Contract GTA141 for the purchase of Fiber Optic Testing Equipment for the SCADA System on behalf of the Department of Watershed Management/ Bureau of Drinking Water in an amount not to exceed Seventy Thousand Six Hundred Ninety-Seven Dollars and Eighty-Four Cents (\$70,697.84).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare and appropriate Agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that the Agreement will not become binding upon the City and the City will incur no obligation nor liability under it until it has been executed

by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Anixter, Inc.

BE IT FINALLY RESOLVED, that all contracted work will be charged to and paid from Fund, Department Organization and Account Number 5052 (Water & Waste Water Renewal Fund) 170407 (DWM-Drinking Water Facility) 5421003 (Equipment \$5,000+) 4430000 (Treatment).

The purpose of this legislation is to procure Fiber Optic Testing Equipment for the SCADA System. The Bureau of Drinking Water recommends this equipment to be procured through State Contract #GTA 141, GA Tech Authority Communications Equipment with Anixter, Inc.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** STATE
- (b) **Source Selection:** Anixter, Inc.
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** N/A

4. Fund Account Center (Ex. Name and number): Fund: 5052 Water & Waste Water Renewal Fund
Account: 170407 DWM-Drinking Water Facility Software – (\$5000+) Center: 5421003.4430000
Treatment Default

5. Source of Funds: Example: Local Assistance Grant –

6. Fiscal Impact: Budgeted Items in the amount of Seventy Thousand and Six Hundred Ninety Seven Dollars and Eighty Four Cents (\$70,697.84).

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: Water and Wastewater Revenuer Fund.

Examples:

- a. **Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.**
- b. **Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.**

This Legislative Request Form Was Prepared By: Marie Pope, Buyer

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Watershed Management with Anixter, Inc. in an amount not to exceed seventy thousand six hundred ninety seven dollars and eighty four cents (\$70,697.84). All contract work shall be charged to and paid from fund account and center number: 5052 (Water & Wastewater Renewal Fund), 170407 (DWM -Drinking Water Facility), 5421003 (Equipment \$5000+), 4430000 (Treatment).

Council Meeting Date: August 18, 2008

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize the State of Georgia Contract # GTA141 with Anixter, Inc. for the purchase of Fiber Optic Testing Equipment for the SCADA System on behalf of the Department of Watershed Management in an amount not to exceed seventy thousand six hundred ninety seven dollars and eighty four cents (\$70,697.84). All contract work shall be charged to and paid from fund account and center number: 5052 (Water & Wastewater Renewal Fund), 170407 (DWM -Drinking Water Facility), 5421003 (Equipment \$5000+), 4430000 (Treatment).

Requesting Department: Department of Watershed Management

Contract Type: N/A

Source Selection: State of Georgia Contract # GTA141

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Justification Statement: N/A

Background:	N/A
Fund Account Centers:	5052 (Water & Wastewater Renewal Fund), 170407 (DWM -Drinking Water Facility), 5421003 (Equipment \$5000+), 4430000 (Treatment).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval:	
DOF:	
DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583



SHIRLEY FRANKLIN
MAYOR

CITY OF ATLANTA
55 TRINITY AVENUE., SW, SUITE 5400, SOUTH BLDG.
ATLANTA, GEORGIA 30303-0324
OFFICE (404) 330-6081
FAX (404) 658-7194

DEPARTMENT OF
WATERSHED MANAGEMENT
ROBERT J. HUNTER
Commissioner

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Robert J. Hunter, Commissioner
Department of Watershed Management

RE: **LEGISLATIVE REQUEST**
State Contract: #GTA 141, GA Tech Authority
Communications Equipment
SCADA Fiber Optic Testing Equipment
Contractor: Anixter, Inc.

DATE: June 27, 2008

Please prepare the appropriate legislation for Cycle 13 (July 18, 2008) requesting a purchase order to procure Fiber Optic Testing Equipment for the SCADA System. The Bureau of Drinking Water recommends this equipment to be procured through **Anixter, Inc.** This company was the lowest bidder of the three quotes obtained.

This purchase is for the SCADA equipment which will monitor and verify the amount of chemicals distributed into the Drinking Water System. The equipment costs will be in the amount of **Seventy Thousand and Six Hundred Ninety Seven Dollars and Eighty Four Cents (\$70,697.84)** to be charged and paid from: **5052 (Water & Wastewater Renewal Fund) 170407 (DWM-Drinking Water Facility Software - \$5000+) 5421003 .4430000 (Treatment Default).**

Should you have any additional questions or concerns, please feel free to contact Gwendolyn J. Carswell, Watershed Manager, at (404) 330-6331 or Marie Pope, Buyer, at (404) 330-6373.

Your cooperation is appreciated in this matter.

RJH:mp

Cc: Sheila C. Pierce, Deputy Commissioner - DWM
Christopher Hebbard, Deputy Commissioner - BDW
Benjamin Kuku, Director of Administration - BDW
Karla Brown, Accounting Manager - BDW

AMENDMENT No. 5 TO
CONTRACT NUMBER GTA 141 FOR COMMUNICATIONS EQUIPMENT

This Amendment No. 5 is made this 21st day of September, 2007 by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **ANIXTER, INC. ("Contractor")**.

WHEREAS, heretofore GTA entered into that certain State of Georgia Statewide Contract for Communications Equipment on January 2, 2004, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein as amended by the following amendments (collectively, the State of Georgia Statewide Contract for Communications Equipment and all the Amendments hereinafter referred to as the "Agreement"):

Notice of Award/Amendment form effective on February 6, 2005 (hereinafter referred to as "Amendment No. 1"); and

Notice of Award/Amendment form effective February 6, 2006; (hereinafter referred to as "Amendment No. 2"); and

Amendment No. 3 entered into February 6, 2007; and

Amendment No. 4, entered into May 8, 2007.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the Term on a month to month basis to September 28, 2008.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No. 5 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 5, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 5 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed by their authorized representatives as of the date set forth above.

ANIXTER, INC.

By: John W. Smith

Name: John W. Smith

Title: Sales Representative

Date: 9/27/07

GEORGIA TECHNOLOGY AUTHORITY

By: [Signature]

Name: Kim Ryeck

Title: Dir. Reg. Ops

Date: 9/27/07

**QUOTATION**

See attached Anixter Terms and Conditions of Sale

Date: 4/8/2008
Quote #: 00853
Customer #: PPPPPP

CARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
DTX-1800

Phone:
Fax:

Item	Quantity	Anixter-Catalog Number and Description	Unit	Unit Price	Extended Price
01	1	280631 FLUKE NET DTX-1800-MS 120 DTX-1800 KIT W/MULTIMODE AND SINGLEMODE FM DTX-1800-MS 120 IN STOCK IN CHICAGO	EA	15511.74	\$15,511.74
02	1	339470 FLUKE NET NFA-ST ST TEST ADAPTERS - SET OF 2 IN STOCK IN CHICAGO	EA	171.52	\$171.52
03	1	N/S FLUKE NFK1-DPLX-ST DUPLEX MM 62.5 TEST REFERENCE CORDS ST ADAPTER - SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46
04	1	N/S FLUKE NFK2-DPLX-ST DUPLEX MM 62.5 TEST REFERENCE CORDS ST ADAPTER - SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46

Page Total: \$16,022.18
Quote Total: \$17,414.54

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR., SUITE 300
SUWANEE, GA. 30024

Phone: 678-546-2805
Fax: 678-546-2771

COMMENTS:



QUOTATION

See attached Anixter Terms and Conditions of Sale

Date: 4/8/2008
Quote #: 00853
Customer #: PPPPP

CARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
DTX-1800

Phone:

Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
05	1	N/S FLUKE NFK3-DPLX-ST DUPLEX SM TEST REF. CORDS FOR ST ADAPTER SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46
06	1	304569 FLUKE NET DTX-COAX DTX SERIES COAXIAL CABLE ADAPTER SET IN STOCK IN CHICAGO	EA	549.77	\$549.77
07	1	280632 FLUKE NET GLD-DTX GOLD SUPPORT SERVICES 1-YR FOR DTX CABLE ANALYZERS GLD-DTX Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	673.13	\$673.13

Page Total: \$1,392.36
Quote Total: \$17,414.54

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR., SUITE 300

SUWANEE, GA. 30024

Phone: 678-546-2805
Fax: 678-546-2771

COMMENTS:

ANIXTER TERMS AND CONDITIONS OF SALE

1. This proposal will become a contract upon receipt by Seller of Buyer's acceptance. Acceptance must be in writing and received by Seller within seven (7) days of the proposal date unless otherwise stated. Shipment by Seller and acceptance by Buyer of all or any part of the products covered by this proposal shall constitute acceptance by Buyer of this proposal. Prior to acceptance by Buyer, Seller may withdraw or modify this proposal. The agreement between Seller and Buyer (the "contract") with respect to the products (the "products") and/or services (the "services") described in this proposal shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing, and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the contract, shall not be binding on Seller. Failure by Seller to exercise any right or remedy under the contract will not be deemed a waiver of such right or remedy unless in a writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Buyer may not assign this contract without the express written approval of Seller. Any provision of this contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the contract will remain in full force and effect.
2. This contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the contract is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.
3. Buyer shall pay the purchase price for the products within thirty (30) days from the date of invoice, and for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the products is F.O.B. first point of shipment unless otherwise agreed to in writing. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of sale. Seller may setoff any amount due from Buyer to Seller, whether or not under this contract, from any amounts due to Buyer under this contract. Title to and risk of loss of the products pass to Buyer upon delivery to the carrier at Seller's facility. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. Buyer agrees to be bound by any license terms pertaining to software sold hereunder. In the event Buyer fails to pay the total purchase price within said thirty (30) day period, the maximum allowable service charge allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this contract.
4. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the products which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.
5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping or performance date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. Prior to shipping, Seller, if requested, will afford Buyer a reasonable opportunity to inspect the products in Seller's plant. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation.
6. Buyer shall submit all claims for shortages in writing to Seller within thirty (30) days from the date that Buyer receives the products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable such allowances are plus 10% and minus 5%. The purchase price for products will equal the unit price specified in this proposal multiplied by the quantity shipped. Installation and final inspection of products prior to installation will be Buyer's obligation.
7. Seller passes on and assigns to Buyer the warranties made to Seller by its suppliers, which at a minimum, include a warranty that the products at the time of shipment to Buyer will be free from defects in materials and workmanship, and will be materially in accordance with specifications provided by the manufacturer. Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such manufacturers' warranties. The length of the warranty period will be the length established by the manufacturer of the product and if no length is specified by the manufacturer, shall in no event extend beyond one (1) year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier at Seller's request. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, improper installation, or maintenance. Buyer will inspect the products upon delivery and will promptly notify Seller in writing of any defect in the products. Seller's sole obligation under these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Seller. All transportation costs of and in-transit risk of loss and damage to

products or parts thereof returned for warranty repair, and to such repaired or replacement products or parts thereof returned to Buyer, will be borne by Buyer. No agent, employee or representative of Seller has any authority to bind Seller to any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become part of the basis of this contract and shall be unenforceable. Seller will perform the services in accordance with Seller's customary procedures. Seller makes no warranty that software will operate uninterrupted or error free. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND BUYER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

8. IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING SUCH DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE, nor shall Seller's liability on any claims for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the products and/or services giving rise to the claim. Seller shall not be liable for any failure to perform its obligations under the contract resulting directly or indirectly from or contributed to acts of God, acts of Buyer, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control. Seller shall have no liability under this contract than otherwise expressly provided in this contract.

9. Seller will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Letters Patent by products which are of Seller's own manufacture, but if Buyer furnishes specifications to Seller, Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications; provided that the party seeking to be held harmless notifies the other party and gives it the right to defend. Seller makes no warranty that the products will be delivered free of the rightful claim of any third party by way of infringement of any intellectual property rights or the like. Seller's obligation under this paragraph shall not apply to any infringement consisting of the use of products as part of goods manufactured by Buyer or others.

10. Buyer understands that products supplied by Seller may be subject to the jurisdiction of U.S. export controls and trade sanctions, and Buyer represents and warrants that it will not violate U.S. export-related laws with respect to products supplied by Seller.

11. Buyer will not disclose or make available to any third party Seller's data or other proprietary information without Seller's prior written authorization.

12. This proposal and contract shall be governed by the Uniform Commercial Code ("UCC") as adopted in the State of Seller's principal place of business as effective and in force on the contract date. Wherever a term defined by said UCC is used in these terms and conditions, the definition contained in the UCC is to control. Any action for breach of the contract or any covenant or warranty must be commenced within one (1) year after the cause of action accrues.

□

**QUOTATION**

See attached Anixter Terms and Conditions of Sale

Date: 4/8/2008
Quote #: 00852
Customer #: PPPPPP

CARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
OPTI FIBER

Phone:
Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
01	1	332031 FLUKE NET OF-500-45 OPTIFIBER SINGLEMODE/ MULTIMO DE CERTIFYING OTDR Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	37305.00	\$37,305.00
02	1	339470 FLUKE NET NFA-ST ST TEST ADAPTERS - SET OF 2 IN STOCK IN CHICAGO	EA	171.52	\$171.52
03	1	332039 FLUKE NET NFK1-LAUNCH-ST OPTIFIBER SC/ST LAUNCH FIBER 62.5UM Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	567.50	\$567.50
04	1	332042 FLUKE NET NFK2-LAUNCH-ST SC-ST 50 UM LAUNCH CABLE 7 54 082 05261 6 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	567.50	\$567.50

Page Total: \$38,611.52
Quote Total: \$41,587.23

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR., SUITE 300

SUWANEE, GA. 30024

Phone: 678-546-2805
Fax: 678-546-2771

COMMENTS:

**QUOTATION**

See attached Anixter Terms and Conditions of Sale

Date: 4/8/2008
Quote #: 00852
Customer #: P P P P P

CARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
OPTI FIBER

Phone:
Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
05	1	332046 FLUKE NET NFK3-LAUNCH-ST SC-ST SINGLEMODE LAUNCH CABLE LENGTH 100MT Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	567.33	\$567.33
06	1	N/S FLUKE NFK1-DPLX-ST DUPLEX MM 62.5 TEST REFERENCE CORDS ST ADAPTER - SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46
07	1	N/S FLUKE NFK2-DPLX-ST DUPLEX MM 50 TEST REFERENCE C ORDS ST ADAPTER - SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46
08	1	332183 FLUKE NET NFK3-DPLX-ST DUPLEX SM TEST REF. CORDS FOR ST ADAPTER SET OF 2 Availability: 1-2 WEEKS NON-CANCELABLE NON-RETURNABLE	EA	169.46	\$169.46

Page Total: \$1,075.71
Quote Total: \$41,587.23

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR.,SUITE 300

SUWANEE, GA. 30024

Phone: 678-546-2805
Fax: 678-546-2771

COMMENTS:



QUOTATION

See attached Anixter Terms and Conditions of Sale

Date: 4/8/2008
Quote #: 00852
Customer #: PPPPP

CARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
OPTI FIBER

Phone:
Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
09	1	256111 FLUKE NET GLD-OF-500-XX GOLD SUPPORT PACKAGE FOR ANY OPTIFIBER Availability: 3-5 DAYS NON-CANCELABLE NON-RETURNABLE	EA	1900.00	\$1,900.00

Page Total: \$1,900.00
Quote Total: \$41,587.23

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR.,SUITE 300

SUWANEE, GA. 30024

Phone: 678-546-2805
Fax: 678-546-2771

COMMENTS:

ANIXTER TERMS AND CONDITIONS OF SALE

1. This proposal will become a contract upon receipt by Seller of Buyer's acceptance. Acceptance must be in writing and received by Seller within seven (7) days of the proposal date unless otherwise stated. Shipment by Seller and acceptance by Buyer of all or any part of the products covered by this proposal shall constitute acceptance by Buyer of this proposal. Prior to acceptance by Buyer, Seller may withdraw or modify this proposal. The agreement between Seller and Buyer (the "contract") with respect to the products (the "products") and/or services (the "services") described in this proposal shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing, and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the contract, shall not be binding on Seller. Failure by Seller to exercise any right or remedy under the contract will not be deemed a waiver of such right or remedy unless in a writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Buyer may not assign this contract without the express written approval of Seller. Any provision of this contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the contract will remain in full force and effect.
2. This contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the contract is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.
3. Buyer shall pay the purchase price for the products within thirty (30) days from the date of invoice, and for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the products is F.O.B. first point of shipment unless otherwise agreed to in writing. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of sale. Seller may setoff any amount due from Buyer to Seller, whether or not under this contract, from any amounts due to Buyer under this contract. Title to and risk of loss of the products pass to Buyer upon delivery to the carrier at Seller's facility. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. Buyer agrees to be bound by any license terms pertaining to software sold hereunder. In the event Buyer fails to pay the total purchase price within said thirty (30) day period, the maximum allowable service charge allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this contract.
4. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the products which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.
5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping or performance date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. Prior to shipping, Seller, if requested, will afford Buyer a reasonable opportunity to inspect the products in Seller's plant. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation.
6. Buyer shall submit all claims for shortages in writing to Seller within thirty (30) days from the date that Buyer receives the products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable such allowances are plus 10% and minus 5%. The purchase price for products will equal the unit price specified in this proposal multiplied by the quantity shipped. Installation and final inspection of products prior to installation will be Buyer's obligation.
7. Seller passes on and assigns to Buyer the warranties made to Seller by its suppliers, which at a minimum, include a warranty that the products at the time of shipment to Buyer will be free from defects in materials and workmanship, and will be materially in accordance with specifications provided by the manufacturer. Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such manufacturers' warranties. The length of the warranty period will be the length established by the manufacturer of the product and if no length is specified by the manufacturer, shall in no event extend beyond one (1) year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier at Seller's request. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, improper installation, or maintenance. Buyer will inspect the products upon delivery and will promptly notify Seller in writing of any defect in the products. Seller's sole obligation under these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Seller. All transportation costs of and in-transit risk of loss and damage to

products or parts thereof returned for warranty repair, and to such repaired or replacement products or parts thereof returned to Buyer, will be borne by Buyer. No agent, employee or representative of Seller has any authority to bind Seller to any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become part of the basis of this contract and shall be unenforceable. Seller will perform the services in accordance with Seller's customary procedures. Seller makes no warranty that software will operate uninterrupted or error free. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND BUYER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

8. IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING SUCH DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE, nor shall Seller's liability on any claims for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the products and/or services giving rise to the claim. Seller shall not be liable for any failure to perform its obligations under the contract resulting directly or indirectly from or contributed to acts of God, acts of Buyer, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control. Seller shall have no liability under this contract than otherwise expressly provided in this contract.

9. Seller will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Letters Patent by products which are of Seller's own manufacture, but if Buyer furnishes specifications to Seller, Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications; provided that the party seeking to be held harmless notifies the other party and gives it the right to defend. Seller makes no warranty that the products will be delivered free of the rightful claim of any third party by way of infringement of any intellectual property rights or the like. Seller's obligation under this paragraph shall not apply to any infringement consisting of the use of products as part of goods manufactured by Buyer or others.

10. Buyer understands that products supplied by Seller may be subject to the jurisdiction of U.S. export controls and trade sanctions, and Buyer represents and warrants that it will not violate U.S. export-related laws with respect to products supplied by Seller.

11. Buyer will not disclose or make available to any third party Seller's data or other proprietary information without Seller's prior written authorization.

12. This proposal and contract shall be governed by the Uniform Commercial Code ("UCC") as adopted in the State of Seller's principal place of business as effective and in force on the contract date. Wherever a term defined by said UCC is used in these terms and conditions, the definition contained in the UCC is to control. Any action for breach of the contract or any covenant or warranty must be commenced within one (1) year after the cause of action accrues.

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QUOTATION

See attached Anixter Terms and Conditions of Sale

Date: 6/23/2008
Quote #: 01617
Customer #: PPPPP

KARLA BROWN
PROSPECT CUSTOMER

Anixter Inc.
Corporate Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
ETHERSCOPE S2

Phone:

Fax:

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
01	1	344762 FLUKE NET ES2-PRO-SX/I ETHERSCOPE SERIES 2 LAN WAN SX FIBER INTERFACE OPTION 10.5"X13.5"X15.5" Availability: TBD NON-CANCELABLE NON-RETURNABLE **NEW PART NUMBER**	EA	9642.24	\$9,642.24
02	1	328487 FLUKE NET ES2-SX-OPT ETHERSCOPE SERIES 2 LAN ANALYZ WITH FIBER INTERFACE OPTION, MULTIMODE SX (850NM) Availability: TBD NON-CANCELABLE NON-RETURNABLE	EA	983.01	\$983.01
03	1	288287 FLUKE NET GLD-ES GOLD SUPPORT PACKAGE FOR ETHERSCOPE NETWORK ASSISTANT ANNUAL MEMBERSHIP Availability: TBD NON-CANCELABLE NON-RETURNABLE	EA	1070.82	\$1,070.82

Page Total: \$11,696.07
Quote Total: \$11,696.07

TERMS NET30, subject to credit approval
F.O.B. SHIP.PT., PPD/CHARGE
SHIPMENT:
NOTES:

Please refer all inquiries to:
MIA WILLIAMS

ANIXTER - ATLANTA
250 HORIZON DR., SUITE 300

Phone: 678-546-2805
Fax: 678-546-2771

SUWANEE, GA. 30024

COMMENTS:

ANIXTER TERMS AND CONDITIONS OF SALE

1. This proposal will become a contract upon receipt by Seller of Buyer's acceptance. Acceptance must be in writing and received by Seller within seven (7) days of the proposal date unless otherwise stated. Shipment by Seller and acceptance by Buyer of all or any part of the products covered by this proposal shall constitute acceptance by Buyer of this proposal. Prior to acceptance by Buyer, Seller may withdraw or modify this proposal. The agreement between Seller and Buyer (the "contract") with respect to the products (the "products") and/or services (the "services") described in this proposal shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any purchase order or other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing, and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the contract, shall not be binding on Seller. Failure by Seller to exercise any right or remedy under the contract will not be deemed a waiver of such right or remedy unless in a writing signed by Seller, nor shall any waiver be implied from the acceptance of any payment. No waiver by Seller of any right shall extend to or affect any other right, nor shall a waiver by Seller of any breach extend to any subsequent similar or dissimilar breach. The contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Buyer may not assign this contract without the express written approval of Seller. Any provision of this contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of the contract will remain in full force and effect.
2. This contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the contract is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.
3. Buyer shall pay the purchase price for the products within thirty (30) days from the date of invoice, and for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the products is F.O.B. first point of shipment unless otherwise agreed to in writing. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of sale. Seller may setoff any amount due from Buyer to Seller, whether or not under this contract, from any amounts due to Buyer under this contract. Title to and risk of loss of the products pass to Buyer upon delivery to the carrier at Seller's facility. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. Buyer agrees to be bound by any license terms pertaining to software sold hereunder. In the event Buyer fails to pay the total purchase price within said thirty (30) day period, the maximum allowable service charge allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this contract.
4. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the products which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.
5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship products or perform services by the estimated date. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping or performance date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping/performance date or purchase price, or both, will be made. Prior to shipping, Seller, if requested, will afford Buyer a reasonable opportunity to inspect the products in Seller's plant. If no packaging, loading or bracing requirements are stated, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation.
6. Buyer shall submit all claims for shortages in writing to Seller within thirty (30) days from the date that Buyer receives the products; otherwise such claims shall be waived. Quantities are subject to normal manufacturer allowances. In the case of wire and cable such allowances are plus 10% and minus 5%. The purchase price for products will equal the unit price specified in this proposal multiplied by the quantity shipped. Installation and final inspection of products prior to installation will be Buyer's obligation.
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products or parts thereof returned for warranty repair, and to such repaired or replacement products or parts thereof returned to Buyer, will be borne by Buyer. No agent, employee or representative of Seller has any authority to bind Seller to any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become part of the basis of this contract and shall be unenforceable. Seller will perform the services in accordance with Seller's customary procedures. Seller makes no warranty that software will operate uninterrupted or error free. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND BUYER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.

8. IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING SUCH DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE, nor shall Seller's liability on any claims for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the products and/or services giving rise to the claim. Seller shall not be liable for any failure to perform its obligations under the contract resulting directly or indirectly from or contributed to acts of God, acts of Buyer, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control. Seller shall have no liability under this contract than otherwise expressly provided in this contract.

9. Seller will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Letters Patent by products which are of Seller's own manufacture, but if Buyer furnishes specifications to Seller, Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications; provided that the party seeking to be held harmless notifies the other party and gives it the right to defend. Seller makes no warranty that the products will be delivered free of the rightful claim of any third party by way of infringement of any intellectual property rights or the like. Seller's obligation under this paragraph shall not apply to any infringement consisting of the use of products as part of goods manufactured by Buyer or others.

10. Buyer understands that products supplied by Seller may be subject to the jurisdiction of U.S. export controls and trade sanctions, and Buyer represents and warrants that it will not violate U.S. export-related laws with respect to products supplied by Seller.

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TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____ Maisha L. Wood _____

Contact Number: _____ (404) 330-6887 _____

Originating Department: _____ Department of Watershed Management _____

Committee(s) of Purview: _____ Finance/Executive _____

Chief of Staff Deadline: _____ July 18, 2008 _____

Anticipated Committee Meeting Date(s): _____ July 30, 2008 _____

Anticipated Full Council Date: _____ August 18, 2008 _____

Legislative Counsel's Signature: _____

Commissioner Signature: _____ Robert J. Hunter Sr. _____

Chief Procurement Officer Signature: _____ G. Dan Schmitt _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ANIXTER, INC. UTILIZING THE STATE OF GEORGIA CONTRACT GTA141 FOR THE PURCHASE FIBER OPTIC TESTING EQUIPMENT FOR THE SCADA SYSTEM, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, BUREAU OF DRINKING WATER, IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND EIGHTY-FOUR CENTS (\$70,697.84); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5052 (WATER & WASTE WATER RENEWAL FUND) 170407 (DWM-DRINKING WATER FACILITY) 5421003 (EQUIPMENT \$5,000+) 4430000 (TREATMENT); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$70,697.84

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: _____ 7/17/08 _____ Reviewed by: _____
(date) (date)

Submitted to Council: _____
(date)